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CLERK, U.S. DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
DEPUTY

BY

DEPUTY

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NOV 12 1993

CENTRAL DISTRICT OF CALIFORNIA  
DEPUTY

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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIAUNITED STATES OF AMERICA,  
PEOPLE OF THE STATE OF  
CALIFORNIA, et al.,

CIV 83-2501 JMI

Plaintiffs,

v.

J.B. STRINGFELLOW, JR.,  
et al.,

Defendants

(Proposed) CONSENT DECREE

MAR 14 1994

I. BACKGROUND

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), and the State of California ("State") jointly filed

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25 UNITED STATES DISTRICT COURT  
26 CENTRAL DISTRICT OF CALIFORNIA

27 UNITED STATES OF AMERICA, )  
28 PEOPLE OF THE STATE OF ) CIV 83-2501 JMI  
29 CALIFORNIA, et al., )

30 Plaintiffs, )

31 v. )

32 J.B. STRINGFELLOW, JR., ) (Proposed) CONSENT DECREE  
33 et al., )

34 Defendants )

35 I. BACKGROUND

36 A. The United States of America ("United States"), on behalf  
of the Administrator of the United States Environmental Protection  
Agency ("EPA"), and the State of California ("State") jointly filed

1 the Complaint in this action on April 21, 1983, against numerous  
2 entities including General Steel & Wire, Co., Inc. ("General  
3 Steel") pursuant to, inter alia, Sections 106 and 107 of the  
4 Comprehensive Environmental Response, Compensation, and Liability  
5 Act ("CERCLA"), 42 U.S.C. §§ 9606 and 9607, as amended, for  
6 injunctive relief and recovery of costs incurred by the United  
7 States and the State of California in responding to releases or  
8 threatened releases of hazardous substances at the Stringfellow  
9 Superfund Site (the "Site");

10 B. General Steel has participated in certain response  
11 actions at the Site through an Administrative Order on Consent  
12 Docket No. 88-17, executed by the Director, Toxic and Waste  
13 Management Division, EPA Region IX on May 27, 1988, and concurred  
14 in by the State;

15 C. General Steel ceased to do business upon the death in  
16 1987 of its then President, James Smith, and the current owner of  
17 the company intends to dissolve the corporation and windup its  
18 affairs;

19 D. General Steel is also a defendant in an action in tort  
20 styled Newman et al. v. J.B. Stringfellow et al., Civil Action No.  
21 165994MF, pending in the Riverside County, California, Superior  
22 Court (the "Newman Action").

23 E. General Steel's assets consist of funds obtained from  
24 settlements with the Company's insurance carriers, including  
25 \$700,000 held as a cash reserve for dissolution and winding up of  
26

1 the Company's affairs (the "General Steel Reserve Fund"); and one  
2 insurance policy for which coverage has been denied;

3 F. General Steel has reached an agreement with the  
4 plaintiffs in the Newman Action to settle the Company's liability  
5 in that action for one half of (a) all of the proceeds of the  
6 insurance settlements, (b) any funds remaining in the Reserve Fund  
7 after final dissolution of the Company; and (c) the right, as a  
8 judgment creditor, to pursue the non-settling insurance carrier;

9 G. After payment of the agreed amount in the proposed  
10 settlements in this action and in the Newman Action, General Steel  
11 will have no assets;

12 H. The United States, the State, and General Steel agree and  
13 this Court, by entering this Decree, finds that this Consent Decree  
14 is fair, reasonable, and in the public interest;

15 NOW, THEREFORE, without adjudication of any issue of fact  
16 or law and upon consent of the parties hereto, it is hereby  
17 ORDERED, ADJUDGED and DECREED as follows:

18 **II. JURISDICTION**

19 1. This Court has jurisdiction over the subject matter of  
20 this action pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C.  
21 §§ 9607 and 9613(b). This Court also has personal jurisdiction  
22 over General Steel. The complaints of the United States and the  
23 State state a claim upon which relief may be granted. Solely for  
24 the purposes of this Consent Decree and the underlying complaints,  
25 General Steel waives all objections and defenses that it may have  
26 to jurisdiction of the Court or to venue in this District. General

1 Steel shall not challenge the terms of this Consent Decree or this  
2 Court's jurisdiction to enter and enforce this Consent Decree.

3 **III. PARTIES BOUND**

4 2. This Consent Decree is binding upon the United States, the  
5 State of California and upon General Steel and its successors and  
6 assigns. Any change in ownership or corporate or other legal  
7 status, including but not limited to any transfer of assets or real  
8 or personal property, shall in no way alter the status or  
9 responsibilities of General Steel under this Consent Decree.

10 **IV. DEFINITIONS**

11 3. Unless otherwise expressly provided herein, terms used in  
12 this Consent Decree that are defined in CERCLA or in regulations  
13 promulgated under CERCLA shall have the meaning assigned to them in  
14 CERCLA or in such regulations. Whenever terms listed below are  
15 used in this Consent Decree or in any appendix attached hereto the  
16 following definitions shall apply:

17 "CERCLA" shall mean the Comprehensive Environmental Response,  
18 Compensation, and Liability Act of 1980, as amended, 42 U.S.C.  
19 §§ 9601 et seq.

20 "Consent Decree" shall mean this Decree and any attached  
21 appendices.

22 "EPA" shall mean the United States Environmental Protection  
23 Agency and any successor departments or agencies of the United  
24 States.

25 "Future Response Costs" shall mean all costs, including but  
26 not limited to direct and indirect costs, that the United States

1 and the State of California will incur subsequent to the entry of  
2 this Consent Decree for response actions at the Site, including the  
3 cost of performing periodic reviews of the remedial action as  
4 required by Section 121(c) of CERCLA.

5 "General Steel Reserve Fund" shall mean those funds to be used  
6 for the winding up of General Steel's corporate affairs maintained  
7 in accounts entitled Pegasus Industries Inc. - GS&W Stringfellow  
8 Reserve Accounts, Account Numbers 561002609 and 570481374, held at  
9 the Algonquin State Bank, Algonquin, Illinois.

10 "Paragraph" shall mean a portion of this Consent Decree  
11 identified by an arabic numeral or an upper case letter.

12 "Parties" shall mean the United States, the State of  
13 California, and General Steel.

14 "Past Response Costs" shall mean all costs, including, but not  
15 limited to, direct and indirect costs, incurred by the United  
16 States and the State of California prior to entry of this Consent  
17 Decree for response actions at the Site, and accrued interest on  
18 such costs.

19 "Plaintiffs" shall mean the United States and the State of  
20 California.

21 "Section" shall mean a portion of this Consent Decree  
22 identified by a roman numeral.

23 "Site" shall mean the Stringfellow Hazardous Waste Superfund  
24 Site in Riverside County, California.

25 "Special Stringfellow Reserve Account" shall mean the account  
26 established by the California State Legislature October 1, 1989,

1 California Health and Safety Code Sections 4030.9 and 25351.8, to  
2 provide funds for response actions taken by the State in connection  
3 with the Site.

4 "State" shall mean the State of California.

5 "State Stringfellow Trust" shall mean an interest bearing  
6 trust established by General Steel in accordance with Paragraph 5B  
7 for the purposes of receiving all payments owed to the State  
8 pursuant to paragraphs 4B and 4C of this Consent Decree.

9 "Trust Agreement" shall mean the instrument used to establish  
10 the Stringfellow State Trust which shall be in the form of the  
11 unexecuted "Trust Agreement" attached to this Decree as Appendix A.

12 "United States" shall mean the U.S. Environmental Protection  
13 Agency (EPA) and the U.S. Department of Justice acting on behalf of  
14 the EPA.

15 "Work" shall mean any response actions undertaken at the site  
16 by the California Department of Toxic Substances Control ("DTSC").

17 V. REIMBURSEMENT OF RESPONSE COSTS

18 4. As more fully set forth below, General Steel shall  
19 reimburse the United States for Past and Future Response Costs that  
20 certain other defendants in this action have not already agreed to  
21 pay pursuant to the two partial consent decrees entered in this  
22 action on October 23, 1992. General Steel shall also reimburse the  
23 State for Past and Future Response Costs expended from the  
24 Stringfellow Special Reserve Account, by providing funds for future  
25 Work at the Site to be performed by the State subsequent to the  
26 entry of this Decree. The Parties agree to the following procedure

1 for satisfaction by General Steel of its payment obligations under  
2 this Consent Decree:

3 A. On May 1, 1992, General Steel in anticipation of this  
4 settlement, deposited \$2,848,500 with Algonquin State Bank,  
5 Algonquin, Illinois. These funds were deposited into an interest  
6 bearing account entitled: "Pegasus Industries, Inc. - GS&W Federal  
7 Indemnity Account," Account Number 33-301077-4 (the "Federal  
8 Indemnity Account").

9 B. Within 30 (thirty) days of the entry of this Consent  
10 Decree General Steel shall pay to the United States and the State,  
11 all monies in the Federal Indemnity Account, i.e., the \$2,848,500  
12 deposited on May 1, 1992, plus all accrued interest from May 1,  
13 1992. Of such funds, 70% (seventy percent) shall be paid to the  
14 United States and 30% shall be paid to the State. Payments shall  
15 be made in accordance with Paragraph 5.

16 C. Within 10 (ten) days of entry of this Consent Decree  
17 or upon final dissolution of General Steel and the conclusion of  
18 the winding up of its affairs, whichever is later, General Steel  
19 shall pay to the United States and the State, one half of the  
20 funds, if any, remaining in the General Steel Reserve Fund after  
21 payment of all lawful debts of the Corporation required for the  
22 wind up of its affairs and its dissolution. The other half of the  
23 funds remaining in the General Steel Reserve Fund will be paid to  
24 the plaintiffs in the Newman Action pursuant to a settlement  
25 agreement in that action. For payments from the General Steel  
26 Reserve Fund that are made to Plaintiffs herein, 70% (seventy



1 percent) shall be paid to the United States and 30% (thirty  
2 percent) shall be paid to the State. Payments shall be made in  
3 accordance with Paragraph 5.

4 5. Payments under this Consent Decree shall be made as  
5 follows:

6 A. AS TO THE UNITED STATES:

7 Payment shall be made by Electronic Funds Transfer ("EFT" or wire  
8 transfer) to the U.S. Department of Justice lockbox bank,  
9 referencing the CERCLA Number SSID 9-01, CAT 080012826 and the  
10 U.S.A.O. file number 82-22-418. Payment shall be made in  
11 accordance with instructions provided by the United States to  
12 General Steel subsequent to the execution of the Consent Decree by  
13 the United States. EFTs must be received at the U.S. D.O.J.  
14 lockbox bank by 11:00 A.M. (Eastern Time) in order to be credited  
15 on that day.

16 B. AS TO THE STATE:

17 Payment to the State shall be effectuated by payment of funds  
18 into the State Stringfellow Trust:

19 i. General Steel shall establish a trust for the purposes  
20 more fully described below ( the "State Stringfellow Trust") at a  
21 California bank no later than ten working days after the effective  
22 date of this Decree. The trust instrument shall be in the form of  
23 the Trust Agreement attached to this Decree as Appendix A. The  
24 trust instrument shall name as its sole beneficiary the California  
25 Department of Toxic Substances Control ("DTSC"). Under the terms  
26 of the State Stringfellow Trust, the Trustee shall be authorized

1 and required to disburse funds as directed by the designated State  
2 official for any proper purpose. As used in this Decree, a proper  
3 purpose is any expenditure for response action(s) taken by the  
4 State or its contractors in connection with the Site.

5 ii. General Steel shall deposit into the State Stringfellow  
6 Trust, all monies to be paid to the State pursuant to Paragraphs 4B  
7 and 4C of this Consent Decree.

8 iii. If for any reason the State Stringfellow Trust is  
9 terminated prior to paying out all monies deposited for Work at the  
10 Site, or to the extent the Work is completed prior to the  
11 expenditure of all funds in the Trust, then the remaining funds  
12 shall be deposited in the California Hazardous Substance Account,  
13 established by California Health and Safety Code Section 25330.2.

14 6. By executing the proposed Consent Decree, General Steel  
15 hereby stipulates to a judgment in favor of the State in the amount  
16 of \$3,000,000 (three million dollars) (the "Stipulated Judgment")  
17 which may be satisfied only under the terms and conditions of  
18 Paragraph 7, below.

19 7. Upon the entry of this Consent Decree General Steel,  
20 agrees to forego all further efforts to pursue, in its own name,  
21 claims against the insurance carrier which has not prior to the  
22 date of entry of this Consent Decree settled with General Steel for  
23 policy releases (the "General Steel Nonsettling Carrier"). The  
24 General Steel Nonsettling Carrier is Insurance Company of the West  
25 ("ICW"). The State may, at its election, seek to satisfy the  
26 Stipulated Judgment by execution against up to 50% (fifty percent)

1 of the face value of the policy held by General Steel and issued by  
2 the General Steel Nonsettling Carrier, under the following  
3 conditions:

4 A. The State hereby waives all rights and claims to more  
5 than 50% (fifty percent) of the face value of the policies issued  
6 by the General Steel Nonsettling Carrier. The State agrees and  
7 acknowledges that 50% (fifty percent) of the face value of the  
8 policies issued by the General Steel Nonsettling Carrier has been  
9 previously reserved by General Steel to settle the Newman Action.  
10 General Steel has executed a stipulated judgment in the Newman  
11 Action that entitles the Newman plaintiffs to satisfy the  
12 stipulated judgment by, inter alia, executing against 50% (fifty  
13 percent) of the face value of the policies issued by the General  
14 Steel Nonsettling Carrier to General Steel.

15 B. The State agrees that it shall not at any time seek  
16 to satisfy the Stipulated Judgment under this Consent Decree by  
17 making claims in any amount against more than 50% (fifty percent)  
18 of the face value of the policies issued to General Steel by the  
19 General Steel Nonsettling Carrier, unless they have been authorized  
20 to do so by an agreement in writing with the settling plaintiffs in  
21 the Newman Action. General Steel shall have no responsibility or  
22 obligation with respect to any such agreement between the Newman  
23 plaintiffs and the State.

24 C. General Steel affirms that the policies issued to it  
25 by the General Steel Nonsettling Carrier will be the sole and  
26

1 exclusive remaining asset of General Steel after it makes the  
2 payments required by Paragraph 4.

3 D. General Steel agrees to cooperate with the State in  
4 any way practicable to assist the State in pursuing satisfaction of  
5 the Consent Decree against the General Steel Nonsettling Carrier.  
6 General Steel, however, makes no warranty or representation  
7 regarding the validity, existence, value and/or the enforceability  
8 of the insurance policies issued to General Steel by ICW, and/or  
9 the enforceability or validity of this Consent Decree as the  
10 mechanism by which the State can pursue, in its own name, claims  
11 against the General Steel Nonsettling Carrier.

12 **VI. FAILURE TO MAKE TIMELY PAYMENTS**

13 8. In the event that any payment required by Section V is not  
14 made when due, the United States or the State may declare this  
15 agreement null and void as to that party and take any action  
16 allowed by law.

17 **VII. COVENANT NOT TO SUE BY PLAINTIFFS**

18 9. Covenant Not to Sue by the United States. In  
19 consideration of the payments that will be made by General Steel  
20 under the terms of this Consent Decree, and except as specifically  
21 provided in Paragraph 12 of this Section, the United States  
22 covenants not to sue or to take administrative action against  
23 General Steel pursuant to Sections 106 or 107(a) of CERCLA relating  
24 to the Site. This covenant not to sue shall take effect upon the  
25 receipt by the United States of the payments required by Paragraph  
26 5. This covenant not to sue is conditioned upon the complete and

1 satisfactory performance by General Steel of its obligations under  
2 this Consent Decree. This covenant not to sue extends only to  
3 General Steel and does not extend to any other person.

4 10. Covenant Not to Sue by the State. In consideration of  
5 the payments that will be made by General Steel under the terms of  
6 this Consent Decree, and except as specifically provided in  
7 Paragraph 12 of this Section, the State covenants not to sue or to  
8 take administrative action against General Steel relating to the  
9 Site pursuant to Section 107(a) of CERCLA or any provision of state  
10 law analogous to Sections 106 or 107(a) of CERCLA. This covenant  
11 not to sue shall take effect upon the receipt by the State of the  
12 payments required by Paragraph 4. This covenant not to sue is  
13 conditioned upon the complete and satisfactory performance by  
14 General Steel of its obligations under this Consent Decree. This  
15 covenant not to sue extends only to General Steel and does not  
16 extend to any other person.

17 11. The Parties agree that General Steel shall be deemed to  
18 have satisfied all of its obligations under the Consent Decree by:

19 A. Paying to the United States and the State, in  
20 accordance with Paragraphs 4B, and 5 above, the \$2,848,500 plus  
21 accrued interest from May 1, 1992, in the Federal Indemnity  
22 Account;

23 B. Paying to the United States and the State, in  
24 accordance with Paragraphs 4C and 5 above, one-half of funds  
25 remaining in the General Steel Reserve Fund within 10 (ten) days of  
26

1 the entry of this Consent Decree or the final dissolution of  
2 General Steel, which ever is later; and,

3 C. Executing any documents which may be required by the  
4 State to effectuate the rights of the State to pursue claims  
5 against General Steel's Nonsettling Carrier as a judgment creditor  
6 of General Steel, as provided for in Paragraphs 6 and 7 above. If  
7 no such documents are required to be executed by General Steel,  
8 then General Steel's execution of the Consent Decree shall be  
9 deemed satisfaction of this portion of the Consent Decree.

10 12. Reservation of Rights.

11 A. General. The covenants not to sue set forth in the  
12 Paragraphs 9 and 10 do not pertain to any matters other than those  
13 expressly specified therein. The United States and the State  
14 reserve, and this Consent Decree is without prejudice to, all  
15 rights against General Steel with respect to all other matters.  
16 Except as provided in the Paragraphs 9 and 10, nothing contained  
17 herein shall in any way limit or restrict the response and  
18 enforcement authority of the United States or the State to initiate  
19 appropriate action, either judicial or administrative, under  
20 Sections 104, 106, and 107 of CERCLA, 42 U.S.C. §§ 9604, 9606, and  
21 9607, or any other provision of law, against General Steel or  
22 against any other person or entity not a party to this Decree.

23 B. Specific Reservations. The covenants not to sue set  
24 forth in Paragraphs 9 and 10 do not apply, inter alia, to the  
25 following:  
26

- (1) claims based upon failure of General Steel to meet the requirements of this Consent Decree;
- (2) liability for damages for injury to, destruction of, or loss of natural resources;
- (3) criminal liability;
- (4) claims for response costs incurred by any federal agencies other than those specified within the definition of "United States" in this Consent Decree.

#### VIII. COVENANTS BY GENERAL STEEL

13. General Steel hereby covenants not to sue and agrees not to assert any claims or causes of action against the United States or the State with respect to the Site or this Consent Decree, including but not limited to, any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C., § 9507) through CERCLA Sections 106(b)(2), 111, 112, or 113, or any other provision of law, and General Steel further covenants not to sue and agrees not to assert any claim against the United States or the State, including any department, agency, or instrumentality of the United States or the State pursuant to CERCLA Sections 107 and 113, or any claims arising out of response activities at the Site. Nothing in this Consent Decree shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

1                   **XI.   EFFECT OF SETTLEMENT: CONTRIBUTION PROTECTION**

2           14.   Nothing in this Consent Decree shall be construed to  
3   create any right in, or grant any cause of action to, any person  
4   not a party to this Consent Decree.   Each of the Parties expressly  
5   reserves any and all rights (including, but not limited to, any  
6   right to contribution), defenses, claims, demands, and causes of  
7   action that each party may have with respect to any matter,  
8   transaction, or occurrence relating in any way to the Site against  
9   any person not a party to this Consent Decree.

10           15.   With regard to claims for contribution against General  
11   Steel for matters addressed in this Consent Decree, the Parties  
12   hereto agree that, upon receipt by both the United States and the  
13   State of the payments required by Paragraph 4, General Steel is  
14   entitled to such protection from contribution actions or claims as  
15   provided by CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2).

16           16.   General Steel agrees that, with respect to any suit or  
17   claim for contribution brought by them for matters related to this  
18   Consent Decree, it will notify the United States and the State in  
19   writing no later than 60 days prior to the initiation of such suit  
20   or claim.   General Steel also agrees that, with respect to any suit  
21   or claim for contribution brought against it for matters related to  
22   this Consent Decree it will notify in writing the United States and  
23   the State within 10 days of service of the complaint on them.   In  
24   addition, General Steel shall notify the United States and the  
25   State within 10 days of service or receipt of any order from a  
26



1 court setting a case for trial for matters related to this Consent  
2 Decree.

3 17. In any subsequent administrative or judicial proceeding  
4 initiated by the United States or the State for injunctive relief,  
5 recovery of response costs, or other appropriate relief relating to  
6 the Site, General Steel shall not assert, and may not maintain, any  
7 defense or claim based upon the principles of waiver, res judicata,  
8 collateral estoppel, issue preclusion, claim splitting, or other  
9 defenses based upon any contention that the claims raised by the  
10 United States or the State in the subsequent proceeding were or  
11 should have been brought in the instant case; provided, however,  
12 that nothing in this Paragraph affects the enforceability of the  
13 covenants not to sue set forth in Section VII (Covenants Not To Sue  
14 by Plaintiffs).

15 X. ACCESS TO INFORMATION

16 18. General Steel shall within 30 (thirty) days of entry of  
17 this Consent Decree provide to EPA copies of all documents and  
18 information within their possession or control or that of their  
19 contractors or agents relating to activities at the Site,  
20 including, but not limited to, sampling, analysis, chain of custody  
21 records, manifests, trucking logs, receipts, reports, sample  
22 traffic routing, correspondence, or other documents or information  
23 related to the Site. Notwithstanding the foregoing, General Steel  
24 shall not be required to produce any documents previously produced  
25 to the United States or the State through discovery in either this  
26 action or the Newman Action; nor shall General Steel be required to

1 produce any documents protected by the attorney/client privilege or  
2 work-product privilege.

3 19. General Steel hereby certifies that (a) it has not  
4 altered, mutilated, discarded, destroyed or otherwise disposed of  
5 any records, documents, or other information relating to its  
6 potential liability regarding the Site since notification of  
7 potential liability by the United States or the State or the filing  
8 of suit against it regarding the Site and (b) it has fully complied  
9 with any and all EPA requests for information pursuant to Sections  
10 104(e) and 122(e) of CERCLA and Section 3007 of RCRA.

11 **XI. NOTICES AND SUBMISSIONS**

12 20. Whenever, under the terms of this Consent Decree, written  
13 notice is required to be given or a document is required to be sent  
14 by one Party to another, it shall be directed to the individuals at  
15 the addresses specified below, unless those individuals or their  
16 successors give notice of a change to the other Parties in writing.

17 **As to the United States:**

18 John C. Cruden  
19 Chief, Environmental Enforcement Section  
20 Environment and Natural Resources Division  
21 U.S. Department of Justice  
22 P.O. Box 7611  
Ben Franklin Station  
Washington, D.C. 20044  
Re: United States v. J.B. Stringfellow, et al. DOJ # 90-11-2-24

23 **As to EPA:**

24 Laurie Williams  
25 Office of Regional Counsel  
26 U.S. Environmental Protection Agency  
Region 9 (RC-3-4)  
75 Hawthorne St.  
San Francisco, CA 94105  
Re: United States v. J. B. Stringfellow, et al.

1  
2 JoAnn Cola  
3 Remedial Project Manager  
4 Superfund Remedial Branch  
5 U.S. Environmental Protection Agency  
6 Region 9 (H-6-1)  
7 75 Hawthorne St.  
8 San Francisco, CA 94105  
9 Re: United States v. J. B. Stringfellow, et al.

10  
11 As to the State:

12 Beth Jines  
13 Department of Toxic Substances Control  
14 Program Development and Technical Support Branch  
15 400 P. St., 4th Floor  
16 P.O. Box 806  
17 Sacramento, CA, 95812-0806

18 Don Robinson, Deputy Attorney General  
19 Office of the Attorney General  
20 300 South Spring Street  
21 5th Floor, Los Angeles, CA 90013.

22 As to General Steel:

23 Deborah C. Prosser  
24 Thomas, Luebs & Mort  
25 3737 Main St., Ste. 1010  
26 P.O. Box 1609  
Riverside, CA 92501

Walt Tashjian  
Pegasus Industries  
8807 Cary Algonquin Road  
Cary, IL 60013

Bruce White  
Karaganis & White, Ltd.  
414 N. Orleans Street  
Suite 810  
Chicago, IL 60610

**XII. DISCLAIMER AND SAVINGS CLAUSE**

21. By entering into this Consent Decree the United States makes no representation with respect to, nor does it express any opinion on, the effect and/or propriety of any aspect of the

1 payment arrangements between the State and General Steel,  
2 including, but not limited to the terms of the Trust Agreement.

3 22. The State and General Steel agree that in the event that  
4 the court, for any reason, determines that any aspect of the Trust  
5 Agreement or the use of the State Stringfellow Trust contemplated  
6 by this Decree precludes the entry of this Decree, then all sums to  
7 be paid by General Steel pursuant to Paragraphs 4B and 4C above  
8 shall be paid directly to the California Hazardous Substance  
9 Account established by California Health and Safety Code Section  
10 25330.2 as reimbursement for Past and Future Response Costs  
11 incurred by the State.

12 **XIII. RETENTION OF JURISDICTION**

13 23. This Court shall retain jurisdiction of this matter for  
14 the purpose of enforcing the terms of this Consent Decree.

15 **VIX. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT**

16 24. This Consent Decree shall be lodged with the Court for a  
17 period of 30 (thirty) days for public notice and comment. The  
18 United States reserves the right to withdraw or withhold its  
19 consent if the comments regarding the Consent Decree disclosure  
20 facts or considerations which indicate that this Consent Decree is  
21 inappropriate, improper, or inadequate. General Steel consents to  
22 the entry of this Consent Decree without further notice. If any  
23 public comments prompt the United States to seek to amend or modify  
24 the Consent Decree, General Steel's prior execution of the proposed  
25 Consent Decree shall be null and void and written consent by  
26 General Steel to any such amendments or modifications shall be

1 obtained as a condition precedent to the filing of a final Consent  
2 Decree.

3 25. If for any reason this Court should decline to approve  
4 this Consent Decree in the form presented, this agreement is  
5 voidable at the sole discretion of any party and the terms of the  
6 agreement may not be used as evidence in any litigation between the  
7 Parties.

8 **XV. SIGNATORIES/SERVICE**

9 26. The undersigned representatives of General Steel, the  
10 State, and the Assistant Attorney General for the Environment and  
11 Natural Resources Division of the United States Department of  
12 Justice, the State of California Department of Toxic Substances  
13 Control and the State of California Attorney General certifies he  
14 or she is fully authorized to enter into the terms and conditions  
15 of this Consent Decree and to execute and legally bind such party  
16 to this document.

17 27. General Steel shall identify, on the attached signature  
18 page, the name and address of an agent who is authorized to accept  
19 service of process by mail on its behalf with respect to all matter  
20 arising under or relating to this Consent Decree.

21 SO ORDERED THIS 8th DAY OF March,  
22 19 94.

23   
24 United States District Judge  
25  
26

1 obtained as a condition precedent to the filing of a final Consent  
2 Decree.

3 25. If for any reason this Court should decline to approve  
4 this Consent Decree in the form presented, this agreement is  
5 voidable at the sole discretion of any party and the terms of the  
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8 **XV. SIGNATORIES/SERVICE**

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12 Justice, the State of California Department of Toxic Substances  
13 Control and the State of California Attorney General certifies he  
14 or she is fully authorized to enter into the terms and conditions  
15 of this Consent Decree and to execute and legally bind such party  
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17 27. General Steel shall identify, on the attached signature  
18 page, the name and address of an agent who is authorized to accept  
19 service of process by mail on its behalf with respect to all matter  
20 arising under or relating to this Consent Decree.

21 SO ORDERED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,  
22 19\_\_\_\_.

23  
24  
25 United States District Judge  
26

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the  
2 matter of United States, et al. v. J.B. Stringfellow, et al., Civil  
3 No. 83-2501 (JMI) (C.D.CA) relating to the Stringfellow Superfund  
Site.

4 FOR THE UNITED STATES OF AMERICA

5  
6 Date: 5/27/93

Myles E. Flint  
MYLES E. FLINT  
Acting Assistant Attorney General  
Environment and Natural Resources  
Division  
U.S. Department of Justice  
Washington, D.C. 20530

11  
12 Date: 5/18/93

Phillip A. Brooks  
PHILLIP A. BROOKS  
Senior Counsel  
Environmental Enforcement Section  
Environment and Natural Resources  
Division  
U.S. Department of Justice  
1425 New York Ave.  
Washington, D.C. 20005  
(202) 514-3637

18 TERREE A. BOWERS  
United States Attorney  
Central District of California  
LEON WEIDMAN  
Assistant United States Attorney  
Chief, Civil Division

21  
22  
23 Date: \_\_\_\_\_

Peter Hsiao  
PETER HSIAO  
Assistant United States Attorney  
Federal Building  
Room 7516  
300 North Los Angeles Street  
Los Angeles, California 90012  
Telephone: (213) 894-6117

1  
2  
3  
4 Date:

5/24/93

Scott C. Fulton  
SCOTT C. FULTON  
Acting Assistant Administrator for  
Enforcement  
U.S. Environmental Protection Agency  
401 M Street, S.W.  
Washington, D.C. 20460

9  
10 Date:

5/21/93

Douglas P. Dixon  
DOUGLAS P. DIXON  
Office of Enforcement  
U.S. Environmental Protection Agency  
401 M Street, S.W.  
Washington, D.C. 20460

14  
15 Date:

5.20.93

John C. Wise  
JOHN C. WISE  
Acting Regional Administrator  
Region 9  
U.S. Environmental Protection  
Agency  
75 Hawthorne Street  
San Francisco, CA 94105

20 Date:

5/20/93


Laurie Williams  
LAURIE WILLIAMS  
Assistant Regional Counsel  
U.S. Environmental Protection  
Agency  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 744-1387



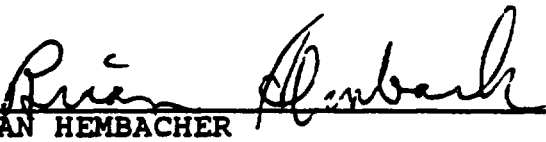
1  
2 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter  
3 of the United States et al. v. J.B. Stringfellow, Jr., et al., CIV  
83-2501 JMI, relating to the Stringfellow Superfund Site.

4 FOR THE STATE OF CALIFORNIA

5  
6 Date: 08 MARCH '93

  
7 WILLIAM P. RYAN  
8 Acting Deputy Director  
9 Department of Toxic Substances Control  
10 California Environmental Protection  
11 Agency  
12 400 "P" Street, 4th Floor  
13 P.O. Box 806  
14 Sacramento, California 95812-0806

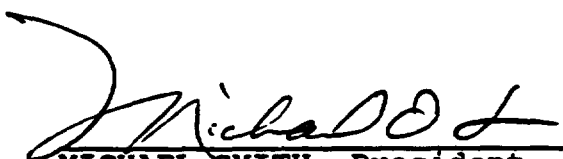
15  
16 Date: 3/2/93

  
17 BRIAN HEMBACHER  
18 Deputy Attorney General  
19 California Attorney General's Office  
20 300 South Spring Street, 5th Floor  
21 Los Angeles, California 90013  
22 (213) 897-2638  
23  
24  
25  
26

1 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter  
2 of United States et al. v. J. B. Stringfellow, Jr. et al., Civil  
3 Action No. 83-2501 JMI (C.D. CA) relating to the Stringfellow  
Superfund Site.


4 FOR DEFENDANT  
5 GENERAL STEEL AND WIRE COMPANY, INC.

6  
7 Date: 3/2/93

  
MICHAEL SMITH, President  
General Steel and Wire Company, Inc.  
c/o Pegasus Industries  
8807 Cary Algonquin Road  
Cary, Illinois 60013

11 THOMAS, LUBES & MORT

12  
13  
14 Date: 3/5/93

  
DEBORAH PROSSER  
3737 Main Street  
Suite 1010  
Riverside, California 92501  
Counsel for  
General Steel & Wire Company, Inc.  
(909) 788-0100

APPENDIX A

82

57

## TRUST AGREEMENT

This agreement is entered into as of \_\_\_\_\_ by and between:

GRANTOR	TRUSTEE
General Steel & Wire Company, Inc.	Trustee Name: First Interstate Bank Of California
Address:	Address: 707 Wilshire Boulevard Los Angeles, CA 90017
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Association <input type="checkbox"/> Partner <input type="checkbox"/> Proprietorship In the State of _____	<input type="checkbox"/> Incorporated in the State of _____ <input checked="" type="checkbox"/> A National Bank
	Beneficiary
	State of California Dept. of Toxic Substance Control
	Address: Dept. of Toxic Substance Control 400 "P" Street, 4th Floor Sacramento, CA 95814

## TERMS OF AGREEMENT

WHEREAS, State of California has entered into a Consent Decree with General Steel & Wire Company, Inc. (hereinafter "Grantor") in the lawsuit entitled United States v. J.B. Stringfellow, Jr., filed as Case No. 83-2501 JMI in the United States Federal Court for the Central District of California and the State of California and Grantor have agreed that Grantor shall provide assurance that certain funds will be available when needed for future work at the Site and for sums

that have been or that will be spent from the Special Stringfellow Reserve Account.

WHEREAS, General Steel & Wire Co., Inc., grantor, and the State of California, beneficiary, have agreed and the Grantor has elected to establish a trust to provide for payment of all or part of the Grantor's liability for its acts or omissions at or for the Site identified herein;

WHEREAS, the Consent Decree requires that the Grantor contribute funds to the trust in specified amounts at specified times;

WHEREAS, the Grantor, acting through its duly authorized officers, has selected the trustee to be the trustee under this agreement, and the Trustee is willing to act as trustee.

NOW, THEREFORE, the Grantor and Trustee agree as follows:

Section 1. Definitions. As used in this Agreement:

(a) The term "Grantor" means General Steel & Wire Company, Inc., the hazardous waste generator who enters into this Agreement, and any successors or assigns of the Grantor.

(b) The term "Trustee" means the First Interstate Bank of California who enters into this Agreement, and any successor Trustee.

(c) The term "Beneficiary" means the State of California, Department of Toxic Substances Control, Stringfellow Project.

(d) The term "Site" means the Stringfellow Hazardous Waste Superfund Site in Riverside County, California and depicted generally on the map attached to the 1990 ROD.

(e) The term "Special Stringfellow Reserve Account" means the account established by the California Legislature for the purpose of paying for response actions at the Site. The Special Stringfellow Reserve Account is not located at First Interstate Bank and First Interstate Bank has no duties or obligations with regard to that account.

Section 2. Establishment of Fund. The Grantor and the Trustee hereby establish a trust fund, (the "Fund,") for the benefit of the Beneficiary. The Grantor and the Trustee intend that no third party have access to the Fund except as herein provided. The Fund is established initially as consisting of the property, which is acceptable to the Trustee, described in Schedule A attached hereto. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments

necessary to discharge any liabilities of the Grantor established by the Beneficiary.

Section 3. Disbursements from Fund. The Trustee shall make payments from the Fund as Beneficiary shall direct, in writing, to provide future work at the Site and for sums that have been or that will be spent from the special Stringfellow Reserve Account. Beth Jines, Mark Leary or their successors as project manager have been designated by the Beneficiary to direct the Trustee to make disbursements from the fund. If for any reason the trust account is closed prior to paying out all monies deposited in this trust account for work at the Site or to the extent that the work at the Site is completed prior to the monies in the trust account being fully expended the remaining monies shall at the direction of the beneficiary be deposited in the California Hazardous Substances Account, as established by California Health and Safety Code section 25330.2.

Section 4. Payments Comprising the Fund. Payments made to the Trustee for the Fund shall consist of cash or securities acceptable to the Trustee.

Section 5. Trustee Management. The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor or Beneficiary may communicate in writing to the

Trustee from time to time, subject, however, to the provisions of this Section. In investing, reinvesting, selling and managing the Fund, the Trustee shall discharge his or her duties with respect to the trust fund solely in the interest of the Beneficiary and with the care, skill, prudence and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that:

(i) Securities or other obligations of the Grantor, or any owner or operator of the Site, or any of their affiliates, as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or State Government.

(ii) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or State Government; and

(iii) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 6. Commingling and Investment. The Trustee is expressly authorized in its discretion:

(a) To transfer from time to time any or all of the assets



of the Fund to any common, commingled or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and

(b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1, et seq., including one which may be created, managed, underwritten or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Section 7. Express Powers of Trustee. Without in any way limiting the powers and discretion conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

(a) To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(b) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or State Government; and

(c) To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 8. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other reasonable expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

Section 9. Annual Valuation. The Trustee shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish to the Grantor and to Beneficiary a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the Fund. The failure of the Grantor or Beneficiary to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor and Beneficiary shall constitute a conclusively binding assent by the Grantor or Beneficiary, barring the Grantor or Beneficiary from asserting any claim or liability against the Trustee with respect to matters disclosed in the statement.

Section 10. Advice of Counsel. The Trustee may from time

to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Section 11. Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor or Beneficiary. The Trustee's compensation shall be paid from the fund.

Section 12. Successor Trustee. The Trustee may resign or the Grantor or Beneficiary may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor or Beneficiary has appointed a successor trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer and pay over to the successor trustee the funds and properties then constituting the Fund. If, for any reason, the Grantor or Beneficiary cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, if it exists, Beneficiary, and the present Trustee by certified mail ten days before such change becomes effective. Any

expenses incurred by the Trustee as a result of any of the acts contemplated by this section shall be paid as provided in Section 9.

Section 13. Instructions to the Trustee. All orders, requests and instructions by the Grantor or Beneficiary to the Trustee shall be in writing, signed by such persons as are designated in the attached Consent Decree or such other designees as the Grantor or Beneficiary may designate by amendment in writing. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's or Beneficiary's orders, requests and instructions. All orders, requests and instructions by the Beneficiary to the Trustee shall be in writing, signed by the Beneficiary's designees, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or the Beneficiary hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests and instructions from the Grantor and/or Beneficiary, except as provided for herein. In the event of the dissolution of the Grantor the Grantor shall notify Trustee within 30 days of the effective date of such dissolution.

Section 13A. Dissolution of Grantor. Trustee understands and acknowledges that it is the intent of Grantor, upon establishment of the Trust, to dissolve as a corporation under applicable California law. Grantor intends to have no continuing obligations under the

Trust, and intends that all instructions to Trustee regarding disbursement of funds, or any other matters which may arise in connection with the Trust, will be issued by the Beneficiary and not by Grantor.

Section 14. Notice of Nonpayment. The Trustee shall notify the Grantor, if the Grantor still exists, and the Beneficiary, within 20 days following the expiration of the 30-day period after the entry of the Consent Decree of the establishment of the Trust, if no payment is received from the Grantor or Beneficiary during that period. After the pay-in period is completed, the Trustee shall not be required to send a notice of nonpayment.

Section 15. Notices. All notes, demands and requests given or required to be given shall be in writing, and shall be given by hand or by overnight courier, or shall be mailed by first class, registered or certified mail, postage prepaid, return receipt requested, and shall be given as follows:

As to the State:

Beth Jines  
DTSC  
P.O. Box 806  
Sacramento, CA 95812-0806  
Re: United States v. J.B. Stringfellow, et al.

Steve Koyasako  
Office of Legal Counsel  
DTSC  
P.O. Box 806  
Sacramento, CA 95812-0806  
Re: United States v. J.B. Stringfellow, et al.

Don Robinson  
Deputy Attorney General  
300 South Spring St., 5th Floor  
Los Angeles, CA 90013  
Re: United States v. J.B. Stringfellow, et al.

As to General Steel:

Deborah C. Prosser  
Thomas, Luebs & Mort  
3737 Main Street, Ste. 1010  
P.O. Box 1609  
Riverside, CA 92502

Walt Tashjian  
Pegasus Industries  
8807 Cary Algonquin Road  
Cary, IL 60013

Bruce White  
Karaganis & White, Ltd.  
414 N. Orleans Street  
Suite 810  
Chicago, IL 60610

As to Trustee:

First Interstate Bank of California  
707 Wilshire Blvd. W-10-2  
Los Angeles, CA 90017  
Attn: Roger Facklam

Section 16. Amendment of Agreement. This agreement may be amended by an instrument in writing executed by the Grantor, the Trustee and the Beneficiary, or by the Trustee and the Beneficiary, if the Grantor ceases to exist.

Section 17. Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the Beneficiary, or by the Trustee and the Beneficiary, if the Grantor

ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the beneficiary and deposited into the California Hazardous Substances Account referenced in Section 4.

Section 18. Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the Beneficiary issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

Section 19. Choice of Law. This Agreement shall be administered, construed and enforced according to the laws of the State of California.

Section 20. Interpretation. As used in this Agreement, words in the singular include the plural and words in the plural including the singular. The description headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

Section 21. Binding Effect; Successors and Assigns. This

Trust Agreement shall be binding upon, and inure to the benefit of, the respective parties hereto and their successors and assigns.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written: The parties below certify that this document is being executed in accordance with the requirements of Article 17, Title 22, California Administrative Code.

General Steel and Wire Co. Inc.

Signed:

Title:

Typed or Printed Name of Person Signing

Seal:

Attested Title

First Interstate Bank of California

Signed:

Title:

Typed or Printed Name of Person Signing

Seal:

Attested Title

Signed:

Title:

Typed or Printed Name of Person Signing

Seal:

Attested Title



State of California Department of  
Toxic Substance Control

Signed:

Title:

Typed or Printed Name of Person Signing

Seal (if applicable):

Attested Title

## **SCHEDULE A**

This Agreement pertains to the following funds which shall be deposited in trust:

1. Thirty percent (30%) of the "Response Cost Fund" as defined in the Consent Decree, and consisting of principal in the amount of \$745,350.00, with accrued interest, which is currently being held in Algonquin State Bank, Algonquin, Illinois;

2. Thirty percent (30%) of funds remaining in the "Reserve Fund" (as defined in the Consent Decree) following the dissolution of the General Steel & Wire Co. Inc. and the conclusion of the winding up of its affairs.

Docket No. CIV 83-2501 JMI

CERTIFICATE OF SERVICE BY MAIL

I, Darlene Lyons, hereby certify and declare:

1. I am over the age of 18 years and am not a party to this case.

2. My business address is 1425 New York Ave., N.W., Washington, D.C. 20530.

3. I am employed in the office of a member of the California Bar or person entitled to practice before this District Court at whose direction I deposited the attached

NOTICE OF LODGING


with the United States Postal Service, postage prepaid on May 28<sup>th</sup>, 1993, addressed to Plaintiffs, Defendants, and Intervenors as identified on the MASTER SERVICE LIST.

I declare under the penalty of perjury that the foregoing is true and correct.

Executed on May 28<sup>th</sup>, 1993, at Washington, D.C.

Darlene F Lyons  
Darlene Lyons

## FAX TRANSMISSION

TO	NAME : Phil Brooks		
	ORGANIZATION : DOJ		
	MAIL STOP : EES		
	FAX NO. :	Area Code 202	Number 514.4180
	VERIFICATION NO.:	Area Code	Number 514-3637
FROM	NAME : <u>L Williams</u>  Office of Regional Counsel U.S. Environmental Protection Agency - Region IX 75 Hawthorne Street San Francisco, CA 94105		
	BRANCH : HW		
	MAIL STOP :		
	PHONE NO. :	Area Code 415	Number 744-1387
	FAX NO. :	Area Code 415	Number 744-1041 FTS 484-1041
	VERIFICATION NO.:	Area Code 415	Number
	DATE	4/25/94	
# OF PAGES	(Including Cover) 3		
SUBJECT	Stringfellow		
NOTE	Ben Steel & WCD as		
	entered — cover page + judges		
	Signature. L		

\*\*\*\*\*  
\*\*\* ACTIVITY REPORT \*\*\*  
\*\*\*\*\*

TRANSMISSION OK

TX/RX NO.

5637

CONNECTION TEL

912025144180

CONNECTION ID

START TIME

04/25 16:31

USAGE TIME

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PAGES

3

RESULT

OK

**FAX TRANSMISSION**

<b>TO</b>	<b>NAME</b> : Michael DesJardin		
	<b>ORGANIZATION</b> : Thomas, Huebs		
	<b>MAIL STOP</b> : Riverside		
	<b>FAX NO.</b> :	<b>Area Code</b> 909	<b>Number</b> 788-5785
	<b>VERIFICATION NO.:</b>	<b>Area Code</b>	<b>Number</b> 788-0100
<b>FROM</b>	<b>NAME</b> : <u>L Williams</u>  Office of Regional Counsel U.S. Environmental Protection Agency - Region IX 75 Hawthorne Street San Francisco, CA 94105		
	<b>BRANCH</b> : HW		
	<b>MAIL STOP</b> : RC		
	<b>PHONE NO.</b> :	<b>Area Code</b> 415	<b>Number</b> 744-1387
	<b>FAX NO.</b> :	<b>Area Code</b> 415	<b>Number</b> 744-1041 FTS 484-1041
	<b>VERIFICATION NO.:</b>	<b>Area Code</b> 415	<b>Number</b>
	<b>DATE</b> : 4/25/94		
<b># OF PAGES</b> : (Including Cover) 3			
<b>SUBJECT</b> : Stringfellow - Gen St & W CD			
<b>NOTE</b> : Copies of CD as entered (1) Stamped cover page + (2) Judge's signature page. L (P.S. - Pls call if you have any ques.)			

\*\*\*\*\*  
\*\*\* ACTIVITY REPORT \*\*\*  
\*\*\*\*\*

TRANSMISSION OK

TX/RX NO.	5624
CONNECTION TEL	919097885785
CONNECTION ID	ThomasLuebs&Mor
START TIME	04/25 15:20
USAGE TIME	02'06
PAGES	3
RESULT	OK